

AMENDED IN SENATE MARCH 14, 2001

**SENATE BILL**

**No. 81**

**Introduced by Senator Speier**

January 11, 2001

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An act to amend Section 11580.2 of the Insurance Code, relating to motor vehicle insurance.

LEGISLATIVE COUNSEL'S DIGEST

SB 81, as amended, Speier. Motor vehicle insurance.

Existing law requires a policy of bodily injury liability insurance covering liability arising out of the ownership, maintenance, or use of a motor vehicle to include uninsured motorist coverage. Existing law provides that bodily injury to an insured who is struck by his or her own vehicle is not covered by uninsured motorist coverage.

This bill would require that uninsured motorist coverage include coverage for bodily injury to an insured that is caused by a person operating the insured's vehicle without the consent of the insured in connection with criminal activity that the insured is not a party to.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 11580.2 of the Insurance Code is  
2 amended to read:  
3 11580.2. (a) (1) No policy of bodily injury liability  
4 insurance covering liability arising out of the ownership,  
5 maintenance, or use of any motor vehicle, except for policies  
6 which provide insurance in the Republic of Mexico issued or

1 delivered in this state by nonadmitted Mexican insurers, shall be  
2 issued or delivered in this state to the owner or operator of a motor  
3 vehicle, or shall be issued or delivered by any insurer licensed in  
4 this state upon any motor vehicle then principally used or  
5 principally garaged in this state, unless the policy contains, or has  
6 added to it by endorsement, a provision with coverage limits at  
7 least equal to the limits specified in subdivision (m) and in no case  
8 less than the financial responsibility requirements specified in  
9 Section 16056 of the Vehicle Code insuring the insured, the  
10 insured's heirs or legal representative for all sums within the limits  
11 which he, she, or they, as the case may be, shall be legally entitled  
12 to recover as damages for bodily injury or wrongful death from the  
13 owner or operator of an uninsured motor vehicle. The insurer and  
14 any named insured, prior to or subsequent to the issuance or  
15 renewal of a policy, may, by agreement in writing, in the form  
16 specified in paragraph (2) or paragraph (3), (1) delete the provision  
17 covering damage caused by an uninsured motor vehicle  
18 completely, or (2) delete the coverage when a motor vehicle is  
19 operated by a natural person or persons designated by name, or (3)  
20 agree to provide the coverage in an amount less than that required  
21 by subdivision (m) but not less than the financial responsibility  
22 requirements specified in Section 16056 of the Vehicle Code. Any  
23 of these agreements by any named insured or agreement for the  
24 amount of coverage shall be binding upon every insured to whom  
25 the policy or endorsement provisions apply while the policy is in  
26 force, and shall continue to be so binding with respect to any  
27 continuation or renewal of the policy or with respect to any other  
28 policy which extends, changes, supersedes, or replaces the policy  
29 issued to the named insured by the same insurer, or with respect to  
30 reinstatement of the policy within 30 days of any lapse thereof. A  
31 policy shall be excluded from the application of this section if the  
32 automobile liability coverage is provided only on an excess or  
33 umbrella basis. Nothing in this section shall require that uninsured  
34 motorist coverage be offered or provided in any homeowner  
35 policy, personal and residents' liability policy, comprehensive  
36 personal liability policy, manufacturers' and contractors' policy,  
37 premises liability policy, special multiperil policy, or any other  
38 policy or endorsement where automobile liability coverage is  
39 offered as incidental to some other basic coverage,  
40 notwithstanding that the policy may provide automobile or motor



1 vehicle liability coverage on insured premises or the ways  
2 immediately adjoining.

3 (2) The agreement specified in paragraph (1) to delete the  
4 provision covering damage caused by an uninsured motor vehicle  
5 completely or delete the coverage when a motor vehicle is  
6 operated by a natural person or persons designated by name shall  
7 be in the following form:

8 “The California Insurance Code requires an insurer to provide  
9 uninsured motorists coverage in each bodily injury liability  
10 insurance policy it issues covering liability arising out of the  
11 ownership, maintenance, or use of a motor vehicle. Those  
12 provisions also permit the insurer and the applicant to delete the  
13 coverage completely or to delete the coverage when a motor  
14 vehicle is operated by a natural person or persons designated by  
15 name. Uninsured motorists coverage insures the insured, his or her  
16 heirs, or legal representatives for all sums within the limits  
17 established by law, which the person or persons are legally entitled  
18 to recover as damages for bodily injury, including any resulting  
19 sickness, disease, or death, to the insured from the owner or  
20 operator of an uninsured motor vehicle not owned or operated by  
21 the insured or a resident of the same household. An uninsured  
22 motor vehicle includes an underinsured motor vehicle as defined  
23 in subdivision (p) of Section 11580.2 of the Insurance Code.”

24 The agreement may contain additional statements not in  
25 derogation of or in conflict with the foregoing. The execution of  
26 the agreement shall relieve the insurer of liability under this  
27 section while the agreement remains in effect.

28 (3) The agreement specified in paragraph (1) to provide  
29 coverage in an amount less than that required by subdivision (m)  
30 shall be in the following form:

31 “The California Insurance Code requires an insurer to provide  
32 uninsured motorists coverage in each bodily injury liability  
33 insurance policy it issues covering liability arising out of the  
34 ownership, maintenance, or use of a motor vehicle. Those  
35 provisions also permit the insurer and the applicant to agree to  
36 provide the coverage in an amount less ~~then~~ *than* that required by  
37 subdivision (m) of Section 11580.2 of the Insurance Code but not  
38 less than the financial responsibility requirements. Uninsured  
39 motorists coverage insures the insured, his or her heirs, or legal  
40 representatives for all sums within the limits established by law,

1 which the person or persons are legally entitled to recover as  
2 damages for bodily injury, including any resulting sickness,  
3 disease, or death, to the insured from the owner or operator of an  
4 uninsured motor vehicle not owned or operated by the insured or  
5 a resident of the same household. An uninsured motor vehicle  
6 includes an underinsured motor vehicle as defined in subdivision  
7 (p) of Section 11580.2 of the Insurance Code.”

8 The agreement may contain additional statements not in  
9 derogation of or in conflict with this paragraph. However, it shall  
10 be presumed that an application for a policy of bodily injury  
11 liability insurance containing uninsured motorist coverage in an  
12 amount less than that required by subdivision (m), signed by the  
13 named insured and approved by the insurer, with a policy effective  
14 date after January 1, 1985, shall be a valid agreement as to the  
15 amount of uninsured motorist coverage to be provided.

16 (b) As used in subdivision (a), “bodily injury” includes  
17 sickness or disease, including death, resulting therefrom; “named  
18 insured” means only the individual or organization named in the  
19 declarations of the policy of motor vehicle bodily injury liability  
20 insurance referred to in subdivision (a); as used in subdivision (a)  
21 if the named insured is an individual “insured” means the named  
22 insured and the spouse of the named insured and, while residents  
23 of the same household, relatives of either while occupants of a  
24 motor vehicle or otherwise, heirs and any other person while in or  
25 upon or entering into or alighting from an insured motor vehicle  
26 and any person with respect to damages he or she is entitled to  
27 recover for care or loss of services because of bodily injury to  
28 which the policy provisions or endorsement apply; as used in  
29 subdivision (a), if the named insured is an entity other than an  
30 individual, “insured” means any person while in or upon or  
31 entering into or alighting from an insured motor vehicle and any  
32 person with respect to damages he or she is entitled to recover for  
33 care or loss of services because of bodily injury to which the policy  
34 provisions or endorsement apply. As used in this subdivision,  
35 “individual” shall not include persons doing business as  
36 corporations, partnerships, or associations. As used in this  
37 subdivision, “insured motor vehicle” means the motor vehicle  
38 described in the underlying insurance policy of which the  
39 uninsured motorist endorsement or coverage is a part, a temporary  
40 substitute automobile for which liability coverage is provided in

1 the policy or a newly acquired automobile for which liability  
2 coverage is provided in the policy if the motor vehicle is used by  
3 the named insured or with his or her permission or consent, express  
4 or implied, and any other automobile not owned by or furnished  
5 for the regular use of the named insured or any resident of the same  
6 household, or by a natural person or persons for whom coverage  
7 has been deleted in accordance with subdivision (a) while being  
8 operated by the named insured or his or her spouse if a resident of  
9 the same household, but “insured motor vehicle” shall not include  
10 any automobile while used as a public or livery conveyance. As  
11 used in this section, “uninsured motor vehicle” means a motor  
12 vehicle with respect to the ownership, maintenance or use of which  
13 there is no bodily injury liability insurance or bond applicable at  
14 the time of the accident, or there is the applicable insurance or bond  
15 but the company writing the insurance or bond denies coverage  
16 thereunder or refuses to admit coverage thereunder except  
17 conditionally or with reservation, or an “underinsured motor  
18 vehicle” as defined in subdivision (p), or a motor vehicle used  
19 without the permission of the owner thereof if there is no bodily  
20 injury liability insurance or bond applicable at the time of the  
21 accident with respect to the owner or operator thereof, or the owner  
22 or operator thereof be unknown, provided that, with respect to an  
23 “uninsured motor vehicle” whose owner or operator is unknown:

24 (1) The bodily injury has arisen out of physical contact of the  
25 automobile with the insured or with an automobile which the  
26 insured is occupying.

27 (2) The insured or someone on his or her behalf has reported the  
28 accident within 24 hours to the police department of the city where  
29 the accident occurred or, if the accident occurred in  
30 unincorporated territory then either to the sheriff of the county  
31 where the accident occurred or to the local headquarters of the  
32 California Highway Patrol, and has filed with the insurer within  
33 30 days thereafter a statement under oath that the insured or his or  
34 her legal representative has or the insured’s heirs have a cause of  
35 action arising out of the accident for damages against a person or  
36 persons whose identity is unascertainable and set forth facts in  
37 support thereof. As used in this section, “uninsured motor  
38 vehicle” shall not include a motor vehicle owned or operated by  
39 the named insured or any resident of the same household or  
40 self-insured within the meaning of the Financial Responsibility

1 Law of the state in which the motor vehicle is registered or which  
2 is owned by the United States of America, Canada, a state or  
3 political subdivision of any such government or an agency of any  
4 of the foregoing, or a land motor vehicle or trailer while located  
5 for use as a residence or premises and not as a vehicle, or any  
6 equipment or vehicle designed or modified for use primarily off  
7 public roads, except while actually upon public roads.

8 As used in this section, “uninsured motor vehicle” also means  
9 an insured motor vehicle where the liability insurer thereof is  
10 unable to make payment with respect to the legal liability of its  
11 insured within the limits specified therein because of insolvency.  
12 An insurer’s solvency protection shall be applicable only to  
13 accidents occurring during a policy period in which its insured’s  
14 motor vehicle coverage is in effect where the liability insurer of the  
15 tortfeasor becomes insolvent within one year of the accident. In the  
16 event of payment to any person under the coverage required by this  
17 section and subject to the terms and conditions of the coverage, the  
18 insurer making the payment, shall to the extent thereof, be entitled  
19 to any proceeds which may be recoverable from the assets of the  
20 insolvent insurer through any settlement or judgment of the person  
21 against the insolvent insurer.

22 Nothing in this section is intended to exclude from the definition  
23 of an uninsured motor vehicle any motorcycle or private  
24 passenger-type four-wheel drive motor vehicle if that vehicle was  
25 subject to and failed to comply with the Financial Responsibility  
26 Law of this state.

27 (c) The insurance coverage provided for in this section does not  
28 apply either as primary or as excess coverage:

29 (1) To property damage sustained by the insured.

30 (2) To bodily injury of the insured while in or upon or while  
31 entering into or alighting from a motor vehicle other than the  
32 described motor vehicle if the owner thereof has insurance similar  
33 to that provided in this section.

34 (3) To bodily injury of the insured with respect to which the  
35 insured or his or her representative shall, without the written  
36 consent of the insurer, make any settlement with or prosecute to  
37 judgment any action against any person who may be legally liable  
38 therefor.

39 (4) In any instance where it would inure directly or indirectly  
40 to the benefit of any workers’ compensation carrier or to any



1 person qualified as a self-insurer under any workers'  
2 compensation law, or directly to the benefit of the United States,  
3 or any state or any political subdivision thereof.

4 (5) To establish proof of financial responsibility as provided in  
5 subdivisions (a), (b), and (c) of Section 16054 of the Vehicle Code.

6 (6) To bodily injury of the insured while occupying a motor  
7 vehicle owned by an insured or leased to an insured under a written  
8 contract for a period of six months or longer, unless the occupied  
9 vehicle is an insured motor vehicle. "Motor vehicle" as used in  
10 this paragraph means any self-propelled vehicle.

11 (7) To bodily injury of the insured when struck by a vehicle  
12 owned by an insured, *except when the insured's vehicle is being*  
13 *operated, or caused to be operated, by a person without the*  
14 *insured's consent in connection with criminal activity that the*  
15 *insured is not a party to.*

16 (8) To bodily injury of the insured while occupying a motor  
17 vehicle rented or leased to the insured for public or livery  
18 purposes.

19 (d) Subject to paragraph (2) of subdivision (c), the policy or  
20 endorsement may provide that if the insured has insurance  
21 available to the insured under more than one uninsured motorist  
22 coverage provision, any damages shall not be deemed to exceed  
23 the higher of the applicable limits of the respective coverages, and  
24 the damages shall be prorated between the applicable coverages as  
25 the limits of each coverage bear to the total of the limits.

26 (e) The policy or endorsement added thereto may provide that  
27 if the insured has valid and collectible automobile medical  
28 payment insurance available to him or her, the damages which the  
29 insured shall be entitled to recover from the owner or operator of  
30 an uninsured motor vehicle shall be reduced for purposes of  
31 uninsured motorist coverage by the amounts paid or due to be paid  
32 under the automobile medical payment insurance.

33 (f) The policy or an endorsement added thereto shall provide  
34 that the determination as to whether the insured shall be legally  
35 entitled to recover damages, and if so entitled, the amount thereof,  
36 shall be made by agreement between the insured and the insurer  
37 or, in the event of disagreement, by arbitration. The arbitration  
38 shall be conducted by a single neutral arbitrator. An award or a  
39 judgment confirming an award shall not be conclusive on any  
40 party in any action or proceeding between (i) the insured, his or her



1 insurer, his or her legal representative, or his or her heirs and (ii)  
2 the uninsured motorist to recover damages arising out of the  
3 accident upon which the award is based. If the insured has or may  
4 have rights to benefits, other than nonoccupational disability  
5 benefits, under any workers' compensation law, the arbitrator shall  
6 not proceed with the arbitration until the insured's physical  
7 condition is stationary and ratable. In those cases in which the  
8 insured claims a permanent disability, the claims shall, unless good  
9 cause be shown, be adjudicated by award or settled by compromise  
10 and release before the arbitration may proceed. Any demand or  
11 petition for arbitration shall contain a declaration, under penalty  
12 of perjury, stating whether (i) the insured has a workers'  
13 compensation claim; (ii) the claim has proceeded to findings and  
14 award or settlement on all issues reasonably contemplated to be  
15 determined in that claim; and (iii) if not, what reasons amounting  
16 to good cause are grounds for the arbitration to proceed  
17 immediately. The arbitration shall be deemed to be a proceeding  
18 and the hearing before the arbitrator shall be deemed to be the trial  
19 of an issue therein for purposes of issuance of a subpoena by an  
20 attorney of a party to the arbitration under Section 1985 of the  
21 Code of Civil Procedure. Article 3 (commencing with Section  
22 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil  
23 Procedure shall be applicable to these determinations, and all  
24 rights, remedies, obligations, liabilities and procedures set forth in  
25 Article 3 shall be available to both the insured and the insurer at  
26 any time after the accident, both before and after the  
27 commencement of arbitration, if any, with the following  
28 limitations:

29 (1) Whenever in Article 3, reference is made to the court in  
30 which the action is pending, or provision is made for application  
31 to the court or obtaining leave of court or approval by the court,  
32 the court which shall have jurisdiction for the purposes of this  
33 section shall be the superior court of the State of California, in and  
34 for any county which is a proper county for the filing of a suit for  
35 bodily injury arising out of the accident, against the uninsured  
36 motorist, or any county specified in the policy or an endorsement  
37 added thereto as a proper county for arbitration or action thereon.

38 (2) Any proper court to which application is first made by  
39 either the insured or the insurer under Article 3 for any discovery  
40 or other relief or remedy, shall thereafter be the only court to which





1 either of the parties shall make any applications under Article 3  
2 with respect to the same accident, subject, however, to the right of  
3 the court to grant a change of venue after a hearing upon notice,  
4 upon any of the grounds upon which change of venue might be  
5 granted in an action filed in the superior court.

6 (3) A deposition pursuant to Section 2016 of the Code of Civil  
7 Procedure may be taken without leave of court, except that leave  
8 of court, granted with or without notice and for good cause shown,  
9 must be obtained if the notice of the taking of the deposition is  
10 served by either party within 20 days after the accident.

11 (4) Paragraph (4) of subdivision (a) of Section 2019 of the  
12 Code of Civil Procedure is not applicable to discovery under this  
13 section.

14 (5) For the purposes of discovery under this section, the insured  
15 and the insurer shall each be deemed to be “a party to the record  
16 of any civil action or proceedings,” where that phrase is used in  
17 paragraph (2) of subdivision (b) of Section 2019 of the Code of  
18 Civil Procedure.

19 (6) Interrogatories under Section 2030 of the Code of Civil  
20 Procedure and requests for admission under Section 2033 of the  
21 Code of Civil Procedure may be served by either the insured or the  
22 insurer upon the other at any time more than 20 days after the  
23 accident without leave of court.

24 (7) Nothing in this section limits the rights of any party to  
25 discovery in any action pending or which may hereafter be  
26 pending in any court.

27 (g) The insurer paying a claim under an uninsured motorist  
28 endorsement or coverage shall be entitled to be subrogated to the  
29 rights of the insured to whom the claim was paid against any  
30 person legally liable for the injury or death to the extent that  
31 payment was made. The action may be brought within three years  
32 from the date that payment was made hereunder.

33 (h) An insured entitled to recovery under the uninsured  
34 motorist endorsement or coverage shall be reimbursed within the  
35 conditions stated herein without being required to sign any release  
36 or waiver of rights to which he or she may be entitled under any  
37 other insurance coverage applicable; nor shall payment under this  
38 section to the insured be delayed or made contingent upon the  
39 decisions as to liability or distribution of loss costs under other  
40 bodily injury liability insurance or any bond applicable to the

1 accident. Any loss payable under the terms of the uninsured  
2 motorist endorsement or coverage to or for any person may be  
3 reduced:

4 (1) By the amount paid and the present value of all amounts  
5 payable to him or her, his or her executor, administrator, heirs, or  
6 legal representative under any workers' compensation law,  
7 exclusive of nonoccupational disability benefits.

8 (2) By the amount the insured is entitled to recover from any  
9 other person insured under the underlying liability insurance  
10 policy of which the uninsured motorist endorsement or coverage  
11 is a part, including any amounts tendered to the insured as advance  
12 payment on behalf of the other person by the insurer providing the  
13 underlying liability insurance.

14 (i) (1) No cause of action shall accrue to the insured under any  
15 policy or endorsement provision issued pursuant to this section  
16 unless one of the following actions have been taken within one  
17 year from the date of the accident:

18 (A) Suit for bodily injury has been filed against the uninsured  
19 motorist, in a court of competent jurisdiction.

20 (B) Agreement as to the amount due under the policy has been  
21 concluded.

22 (C) The insured has formally instituted arbitration proceedings  
23 by notifying the insurer in writing sent by certified mail, return  
24 receipt requested. Notice shall be sent to the insurer or to the agent  
25 for process designated by the insurer filed with the department.

26 (2) Any arbitration instituted pursuant to this section shall be  
27 concluded either:

28 (A) Within five years from the institution of the arbitration  
29 proceeding.

30 (B) If the insured has a workers' compensation claim arising  
31 from the same accident, within three years of the date the claim is  
32 concluded, or within the five-year period set forth in subparagraph  
33 (A), whichever occurs later.

34 (3) The doctrines of estoppel, waiver, impossibility,  
35 impracticality, and futility apply to excuse a party's  
36 noncompliance with the statutory timeframe, as determined by the  
37 court.

38 (4) Parties to the insurance contract may stipulate in writing to  
39 extending the time to conclude arbitration.



(j) Notwithstanding subdivisions (b) and (i), in the event the accident occurs in any other state or foreign jurisdiction to which coverage is extended under the policy and the insurer of the tortfeasor becomes insolvent, any action authorized pursuant to this section may be maintained within three months of the insolvency of the tortfeasor's insurer, but in no event later than the pertinent period of limitation of the jurisdiction in which the accident occurred.

(k) Notwithstanding subdivision (i), any insurer whose insured has made a claim under his or her uninsured motorist coverage, and the claim is pending, shall, at least 30 days before the expiration of the applicable statute of limitation, notify its insured in writing of the statute of limitation applicable to the injury or death. Failure of the insurer to provide the written notice shall operate to toll any applicable statute of limitation or other time limitation for a period of 30 days from the date the written notice is actually given. The notice shall not be required if the insurer has received notice that the insured is represented by an attorney.

(l) As used in subdivision (b), "public or livery conveyance," or terms of similar import, shall not include the operation or use of a motor vehicle by the named insured in the performance of volunteer services for a nonprofit charitable organization or governmental agency by providing social service transportation as defined in subdivision (f) of Section 11580.1. This subdivision shall apply only to policies of insurance issued, amended, or renewed on or after January 1, 1976.

(m) Coverage provided under an uninsured motorist endorsement or coverage shall be offered with coverage limits equal to the limits of liability for bodily injury in the underlying policy of insurance, but shall not be required to be offered with limits in excess of the following amounts:

(1) A limit of thirty thousand dollars (\$30,000) because of bodily injury to or death of one person in any one accident.

(2) Subject to the limit for one person set forth in paragraph (1), a limit of sixty thousand dollars (\$60,000) because of bodily injury to or death of two or more persons in any one accident.

(n) Underinsured motorist coverage shall be offered with limits equal to the limits of liability for the insured's uninsured motorist limits in the underlying policy, and may be offered with limits in excess of the uninsured motorist coverage. For the purposes of this

1 section, uninsured and underinsured motorist coverage shall be  
2 offered as a single coverage. However, an insurer may offer  
3 coverage for damages for bodily injury or wrongful death from the  
4 owner or operator of an underinsured motor vehicle at greater  
5 limits than an uninsured motor vehicle.

6 (o) If an insured has failed to provide an insurer with wage loss  
7 information or medical treatment record releases within 15 days  
8 of the insurer's request or has failed to submit to a medical  
9 examination arranged by the insurer within 20 days of the insurer's  
10 request, the insurer may, at any time prior to 30 days before the  
11 actual arbitration proceedings commence, request, and the insured  
12 shall furnish, wage loss information or medical treatment record  
13 releases, and the insurer may require the insured, except during  
14 periods of hospitalization, to make himself or herself available for  
15 a medical examination. The wage loss information or medical  
16 treatment record releases shall be submitted by the insured within  
17 10 days of request and the medical examination shall be arranged  
18 by the insurer no sooner than 10 days after request, unless the  
19 insured agrees to an earlier examination date, and not later than 20  
20 days after the request. If the insured fails to comply with the  
21 requirements of this subdivision, the actual arbitration  
22 proceedings shall be stayed for at least 30 days following  
23 compliance by the insured. The proceedings shall be scheduled as  
24 soon as practicable following expiration of the 30-day period.

25 (p) This subdivision applies only when bodily injury, as  
26 defined in subdivision (b), is caused by an underinsured motor  
27 vehicle. If the provisions of this subdivision conflict with  
28 subdivisions (a) through (o), the provisions of this subdivision  
29 shall prevail.

30 (1) As used in this subdivision, "an insured motor vehicle" is  
31 one that is insured under a motor vehicle liability policy, or  
32 automobile liability insurance policy, self-insured, or for which a  
33 cash deposit or bond has been posted to satisfy a financial  
34 responsibility law.

35 (2) "Underinsured motor vehicle" means a motor vehicle that  
36 is an insured motor vehicle but insured for an amount that is less  
37 than the uninsured motorist limits carried on the motor vehicle of  
38 the injured person.

39 (3) This coverage does not apply to any bodily injury until the  
40 limits of bodily injury liability policies applicable to all insured

1 motor vehicles causing the injury have been exhausted by payment  
2 of judgments or settlements, and proof of the payment is submitted  
3 to the insurer providing the underinsured motorist coverage.

4 (4) When bodily injury is caused by one or more motor  
5 vehicles, whether insured, underinsured, or uninsured, the  
6 maximum liability of the insurer providing the underinsured  
7 motorist coverage shall not exceed the insured's underinsured  
8 motorist coverage limits, less the amount paid to the insured by or  
9 for any person or organization that may be held legally liable for  
10 the injury.

11 (5) The insurer paying a claim under this subdivision shall, to  
12 the extent of the payment, be entitled to reimbursement or credit  
13 in the amount received by the insured from the owner or operator  
14 of the underinsured motor vehicle or the insurer of the owner or  
15 operator.

16 (6) If the insured brings an action against the owner or operator  
17 of an underinsured motor vehicle, he or she shall forthwith give to  
18 the insurer providing the underinsured motorist coverage a copy  
19 of the complaint by personal service or certified mail. All  
20 pleadings and depositions shall be made available for copying or  
21 copies furnished the insurer, at the insurer's expense, within a  
22 reasonable time.

23 (7) Underinsured motorist coverage shall be included in all  
24 policies of bodily injury liability insurance providing uninsured  
25 motorist coverage issued or renewed on or after July 1, 1985.  
26 Notwithstanding this section, an agreement to delete uninsured  
27 motorist coverage completely, or with respect to a person or  
28 persons designated by name, executed prior to July 1, 1985, shall  
29 remain in full force and effect.

30 (q) Regardless of the number of vehicles involved whether  
31 insured or not, persons covered, claims made, premiums paid or  
32 the number of premiums shown on the policy, in no event shall the  
33 limit of liability for two or more motor vehicles or two or more  
34 policies be added together, combined, or stacked to determine the  
35 limit of insurance coverage available to injured persons.

36 ~~(r) Notwithstanding any other provision of this section, a~~  
37 ~~policy subject to this section shall include as a part of the uninsured~~  
38 ~~motorist coverage in the policy coverage limits at least equal to the~~  
39 ~~limits specified in subdivision (m) and in no case less than the~~  
40 ~~financial responsibility requirements specified in Section 16056~~

1 of the Vehicle Code insuring the insured, the insured's heirs or  
2 legal representative for all sums within the limits which he, she, or  
3 they, as the case may be, shall be legally entitled to recover as  
4 damages for bodily injury or wrongful death from a person who  
5 operates or causes the operation of the insured's vehicle, without  
6 the consent of the insured, in connection with criminal activity that  
7 the insured is not a party to.

